

**EDUCATIONAL BROADBAND SERVICE  
LONG-TERM *DE FACTO* TRANSFER LEASE AGREEMENT**

THIS Educational Broadband Service ("**EBS**") Long-Term *De Facto* Transfer Lease Agreement (the "**Agreement**") is entered into as of \_\_\_\_\_, 2015 (the "**Effective Date**"), by and between **The School Board of Broward County, Florida**, a body corporate and political subdivision of the State of Florida (the "**Licensee**"), **Sprint Spectrum L.P.**, a Delaware limited partnership and a principally owned indirect subsidiary of Sprint Corporation ("**Sprint**"), (Sprint and Licensee may be referred to individually herein as a "**Party**" or collectively as the "**Parties**").

WHEREAS, Licensee has been granted licenses by the Federal Communications Commission (FCC) and operates two Educational Broadband Service (EBS) channel groups on channels B1, B2, B3, B4, G1, G2, G3, & G4 (collectively, together with any associated guardband or J or K channels that may be granted, each a "**Channel**" and together the "**Channels**") under call signs KTZ22 and KLC80 as identified on Schedule A, (the "**Licenses**") to transmit in geographic service areas as depicted on **Exhibit A**, within the Miami, Florida and Palm Beach Florida areas (the "**Markets**"), which include portions of Miami Dade, Broward and Palm Beach Counties, substantially;

WHEREAS, Licensee has used these licenses in the 2.5 Megahertz band to distribute instructional programming via microwave to schools since 1966, as instructional fixed television service ("**ITFS**");

Whereas in 2005 the FCC changed its service rules as well as the Band Plan for these Channels to facilitate the use of this band for low power cellularized communications services;

WHEREAS, the FCC allows EBS spectrum licensees to lease excess EBS spectrum capacity to commercial entities for commercial use, pursuant to the rules, regulations and policies of the FCC (the "**FCC Rules**");

WHEREAS, Licensee, through its approved vendor Select Spectrum, in 2014 sought to market its EBS spectrum for commercial use in exchange for revenue and services;

WHEREAS, Sprint, a commercial carrier that has leased EBS spectrum across the Country to provide broadband commercial wireless services to the public, formally submitted a proposal that met with SBBC's requirements; and

WHEREAS the Parties have agreed to enter into this Agreement for Licensee to lease to Sprint the capacity on the Channels, in accordance with the terms and conditions below, and subject to FCC usage restrictions and prior FCC approval and for Sprint to use such capacity, together with other spectrum Sprint, its parent or affiliated companies may lease or be licensed to use in the Markets to provide wireless services (all such spectrum and facilities used in the Markets in connection with the provision of wireless services being the "**Wireless Systems**" and all services being offered over the Wireless Systems being the "**Wireless Services**");

NOW THEREFORE, in consideration of the promises and covenants set forth in this Agreement, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

**1. LEASE TERM AND RENEWAL**

(a) **Initial Term and Extension.** Subject to Subsection 1(c) and/or the earlier termination of this Agreement in accordance with Section 11, the initial term will begin on the date of issuance by the FCC of a public notice announcing the grant of the FCC Long Term Lease Application (as hereinafter defined) filed by the Parties with respect to this Agreement pursuant to Section 9 of this Agreement (the "**Commencement Date**"), and will end on the date that the then-current License expires (the "**Initial Term**").

(b) **Renewal.** Subject to Subsection 1(c) and/or the earlier termination of this Agreement in accordance with Section 11, this Agreement will renew for successive terms on the date that either License is



renewed by the FCC and will expire when the renewed License expires (each, a “**Renewal Term**”); provided that the final Renewal Term will conclude thirty (30) years after the Commencement Date, for a maximum Agreement duration of thirty (30) years. Each Renewal Term will occur automatically. The terms and conditions of this Agreement apply to each Renewal Term. The Initial Term and all Renewal Terms are collectively referred to herein as the “**Term**”.

(c) **Renewal of License and Extension of Agreement.** In accordance with FCC requirements, if either License expires during the Initial Term and/or any Renewal Term, then this Agreement will also expire at such time unless such License is renewed for an additional license term and the FCC authorization for the Long Term Lease Application is extended. Licensee and Sprint will cooperate to timely file a renewal application for the License, in conjunction with a request for an extension of the then-applicable Initial Term or Renewal Term of this Agreement, to the date that coincides with the conclusion of the renewed license term, normally a date that is ten (10) years from the beginning of such Initial Term or Renewal Term, except that in the case of the final Renewal Term to the date that is thirty (30) years after the Commencement Date. This Agreement will continue to apply to each License unless the FCC denies by Final Order any application for renewal of an applicable License or extension of the Term. “**Final Order**” means an order issued by the FCC that is in full force and effect and as to which (i) no timely filed petition for reconsideration, application for review or appeal is pending and (ii) the time for the filing of any such petition, application or appeal has passed.

## 2. APPLICATIONS AND FEES

(a) **FCC Long Term Lease Application.** Within five (5) business days of the Effective Date, Licensee shall either (i) file the FCC Form 602 Ownership Disclosure Information for the Wireless Telecommunications Services (the “**Ownership Report**”) with the FCC and deliver to Sprint evidence of such filing or (ii) complete the Ownership Report and authorize Sprint to file such Ownership Report with the FCC. Provided that the Licensee has either filed the Ownership Report with the FCC or has delivered the completed Ownership Report to Sprint and authorized Sprint to file such report with the FCC, within ten (10) business days following the execution of this Agreement and prior to consummating the transfer of *de facto* control of the Channels, the Parties agree to cooperate as required to prepare and file with the FCC all forms and related exhibits, certifications and other documents necessary to obtain the FCC’s consent to this Agreement and satisfy the FCC’s requirements for long term *de facto* lease approval as set forth in 47 C.F.R. § 1.9030(e) (“**FCC Long Term Lease Application**”). With respect to these filing requirements, business days shall not include days during SBBC school holiday breaks. Each Party covenants and agrees that it will fully cooperate with the other, and do all things reasonably necessary to timely submit, prosecute and defend the FCC Long Term Lease Application, including responding to any petitions for reconsideration or FCC reconsiderations of the grant of the FCC Long Term Lease Application, and will promptly file or provide the other Party with all other information which is required to be provided to the FCC in furtherance of the transactions contemplated by this Agreement. The Parties will disclose in the FCC Long Term Lease Application the automatic extension of the Term upon the renewal of the License. The Parties further covenant and agree to include in any License renewal application, or separately request, as necessary, a request to extend and renew this Agreement for the renewal term of the License, if this Agreement contemplates renewal of this Agreement for or during any part of such License renewal term. In the event a petition for reconsideration is filed against the grant of an FCC Long Term Lease Application, or if the FCC determines to reconsider such grant on its own motion, Sprint will determine at its option whether to delay commencement of the Initial Term until resolution of such reconsideration and, in the event of such delay, it will notify Licensee in writing. To the extent Licensee is required to file this Agreement with the FCC, the Licensee shall first notify and consult with Sprint, and will to the extent permitted by the FCC redact all information from the Agreement which Sprint reasonably designates as confidential including, but not limited to, all payment information.

(b) **Application Preparation.** In addition to the obligations in Section 9(a), Sprint will prepare and submit all applications, amendments, petitions, requests for waivers, and other documents necessary for the proper operation of Sprint Capacity and permitted to be submitted by Sprint under FCC Rules. Licensee reserves the right to have such applications reviewed by its engineering and/or legal counsel prior to filing. Licensee, with assistance from Sprint, will prepare and submit all applications, amendments, petitions, requests for waivers, and other documents necessary for the modification, maintenance and renewal of either License or reasonably requested by Sprint that may only be filed by Licensee under FCC Rules. The Parties will cooperate in



the preparation and submission of all applications, amendments, petitions, requests for waivers, and other documents necessary to secure any FCC approval, consent or other action required to effectuate this Agreement.

(c) **Application Costs.** Sprint will, at its own expense, prepare, or request that Licensee's counsel prepare, all applications, notices, certificates, exhibits, consent agreements, approvals or authorizations that Sprint submits to the FCC or seeks to have Licensee submit to the FCC pursuant to the Agreement. Sprint shall provide a copy of any document it prepares to Licensee in advance of filing and shall allow Licensee sufficient time to have such documents reviewed internally or by counsel as may be deemed appropriate by Licensee. In addition, Sprint will pay any FCC filing fees associated with seeking FCC approval of the FCC Long Term Lease Application. Further, Sprint shall promptly pay or reimburse Licensee for reasonable documented out-of-pocket, legal and engineering expenses incurred after execution of this Agreement, for obtaining FCC approval of or defending this Agreement or a favorable ruling on any pending petitions, for reviewing applications prepared by Sprint prior to their submission to the FCC, and in connection with such other activities undertaken by Licensee in response to any request by Sprint under this Agreement including obtaining, renewing and continuing in full force and effect the Licenses. However, that Licensee shall not seek reimbursement for any cost or expense in excess of \$500 unless such cost or expense is approved by Sprint, which approval shall not be unreasonably withheld.

(d) **Regulatory Fees.** Sprint will pay any federal regulatory fees associated with the License upon receipt of notice from the FCC that such fees are due, or upon receipt of at least thirty (30) days advance written notice from Licensee that such fees are due in the event that notice is sent to Licensee.

(e) **Additional FCC Matters.** Sprint and Licensee will cooperate during the Term to prepare and file any additional FCC filings to protect, maintain or enhance the Channels including but not limited to filings to increase the capacity on the channels, GSA expansions, License modifications or new applications for unlicensed spectrum. Sprint and Licensee will also cooperate to support FCC experimental licensing procedures pursuant to Code of Federal Regulations Title 47, Part 5—Experimental Radio Service (Other Than Broadcast). Sprint may allow experimental licensees, as granted by the FCC, to use the Sprint Capacity without prior consent from Licensee pursuant to the terms of this Agreement.

### 3. COMPENSATION

(a) **Monthly Fee.** Beginning within ten (10) business days of the Commencement Date, and on the first day of each month thereafter throughout the Term, Sprint will pay Licensee a monthly fee in the amount of **One Hundred Ninety Nine Thousand Five Hundred Dollars (\$199,500.00)** (the "**Monthly Fee**") (attributable to each station as set forth in Exhibit D hereto) for use of the Sprint Capacity (as defined in Section 5(a) hereof). The Monthly Fee due for any partial calendar month, at the commencement of the Initial Term or expiration of the Term, will be prorated accordingly. A late fee of 1.00% per month will be assessed for Monthly Fee payment not received within 30 days of its due date. Sprint's obligation to commence issuing payments on accrued Monthly Fees is subject to Licensee delivering to Sprint (i) a completed IRS Form W-9 (attached hereto as **Exhibit B**) and (ii) payment instructions in the form attached as **Exhibit C** or otherwise in a form acceptable to Sprint.

(b) **Adjustment to Monthly Fee.** The Monthly Fee will be reduced or increased on a *pro rata* basis during the Term of this Agreement in the event that: (i) the amount of Sprint Capacity (as defined in Subsection 6(a) below) decreases from the amount of Sprint Capacity in area or MHz available as of the Effective Date (as defined in Subsection 6(c) and reflected on Schedule A and Exhibit A)); (ii) any portion of Sprint Capacity becomes unavailable to Sprint in any part of the Geographic Service Area ("**GSA**") for the Channels as such GSA exists as of the Effective Date; or (iii) the amount of Sprint Capacity (as defined in Subsection 6(a) below) increases from the amount of Sprint Capacity in area or MHz available as of the Effective Date (as defined in Subsection 6(c) and reflected on Schedule A and Exhibit A). However if any increase in Sprint Capacity is due to FCC action that becomes a Final Order in an industry wide proceeding that expands the original GSA to cover a larger area (GSA Expansion"), Sprint will have the option to include or to omit the additional area covered by the expanded GSA in this Agreement. In the event of a GSA Expansion, Sprint will notify the Licensee of its election within ninety (90) days of that action becoming a Final Order. For the purpose of the foregoing, the pro-ration of the Monthly Fee with respect to increases or decreases in Sprint's Capacity will be based on the number of megahertz ("**MHz**") of capacity made available to Sprint as a result of such increase or decrease as compared to



the number of MHz of capacity contemplated to be made available to Sprint under this Agreement. The pro-ration of the Monthly Fee with respect to any change in the size or location of the GSA with respect to any amount of capacity will be based on the number of MHz per population made available to Sprint as a result of such change as compared to the MHz per population contemplated to be made available under this Agreement. Notwithstanding the foregoing, decreases in Sprint Capacity or usable MHz Pops that arise from any Sprint requested channel swap or interference consent agreement shall not result in a reduction of the Monthly Fee. Additionally, any potential adjustment in the Monthly Fee due to an increase in Sprint Capacity resulting from an expansion of either License's original GSA to cover a larger area ("**GSA Expansion**") shall be subject to Sprint's exercise of its Option pursuant to Section 4(e) hereof. In making either calculation, however, the J and K channel associated with the Broadband Radio Service ("BRS") Channels following FCC mandated re-banding (the "Re-banding") will not be considered to be unavailable to Sprint as a result of any determination by Sprint that such J and K channel capacity is not, at any given time, configurable or usable in a manner that is commercially useful to Sprint.

(c) **Initial Fee.** The Parties agree to the payment by Sprint to Licensee of an upfront payment in the amount of **Seven Million Nine Hundred Thousand Dollars (\$7,900,000.00)** (the "**Initial Fee**") payable in the following manner: (1) Within ten (10) business days of the date on which the FCC grant of the FCC Long Term Lease Application becomes a Final Order (the "**Final Order Date**"), Sprint will pay to Licensee the amount of Six Million One Hundred Thousand Dollars (\$6,100,000.00); and (2) within ten (10) business days of the Final Order Date, Sprint will pay as directed by Licensee One Million Eight Hundred Thousand Dollars (\$1,800,000.00), which Licensee will designate as capital dollars for BECON to transition from Instructional Television to IPTV. Sprint's obligation to release the accrued Initial Fee payments shall be subject to Licensee delivering to Sprint (i) a completed IRS Form W-9 (attached hereto as Exhibit B), and (ii) payment instructions in the form attached as Exhibit C or otherwise in a form acceptable to Sprint.

(d) **Refund of Initial Fee.** If this Agreement is terminated by reason of uncured default by Licensee during the first five (5) years of the Agreement, all or a portion of the Initial Fee will be refunded to Sprint ("**Refund**"). The amount of the Refund will be equal to the Initial Fee distributed equally over five (5) years and adjusted on a pro rata basis to reduce it by the time already elapsed so as to reflect a refund for that portion attributable for the remaining time between the date of the termination and the expiration of five (5) years following the Commencement Date. There will be no Refund if the termination occurs after the first day of the sixth (6th) year of the Agreement.

(e) **Transition Payment:** Licensee shall have the right to continue to use its mid-band channels until such time as Sprint has need of the spectrum or until the other Sprint leased EBS mid-band channels in the Market are converted to Sprint use, whichever is later. Sprint shall provide Licensee with no less than a one year advance written notice ("Transition Notice") of Sprint's intended use ("Intended Use Date") and shall consult with Licensee regarding the logistics of Licensee's conversion and migration of its educational services from such mid-band channels onto an internet based system. Sprint shall provide Licensee with **One Million Dollars (\$1,000,000)** which Licensee will designate as capital dollars for BECON to transition from Instructional Television to IPTV (the "Transition Payment"). Sprint will make the Transition Payment to Licensee 11 month's prior to the Intended Use Date. Notwithstanding the foregoing, such Transition Notice shall be made no later than 30 days after: i) Sprint provides the first such transition notice to any EBS licensee in the Miami or Palm Beach markets; ii) Sprint begins use of EBS in the Midband in either Market; or iii) the FCC by a Final Order completely converts the Midband exclusively to mobile data use nationally or in either Market. Licensee will be solely responsible for all costs associated with Licensees operation on the mid-band channels.

#### 4. EXCLUSIVITY AND RIGHT OF FIRST REFUSAL

(a) **Exclusivity.** During the Term, Licensee will not negotiate or contract with any third party to lease, sell, assign, transfer or use any of the capacity of the Channels or any option therefore. The foregoing notwithstanding, if during the Initial Term or any Renewal Term, Sprint notifies Licensee that it has elected not to renew the Agreement, in accordance with Subsection 11(e), then Licensee may during the last six (6) months of that Initial Term or Renewal Term, as applicable, negotiate and contract with any third party with respect to any period following the end of this Agreement. Furthermore, nothing in this Agreement will be deemed to prohibit Licensee from utilizing Licensee's Reserved Capacity consistent with Section 6(b) or from negotiating



and entering into any assignment of the License or transfer of control transaction that Licensee may undertake pursuant to Section 10.

(b) **Right of First Refusal ("ROFR").** During the Term and for the twelve (12) months following the expiration or termination of this Agreement, unless this Agreement is terminated as a result of Sprint's default or if this Agreement is terminated by Sprint before 30 years, Sprint or Sprint's designee will have a ROFR with respect to any and all *bona fide* offers, of any kind, received by Licensee to acquire the License (if FCC Rules allow it and the Licensee desires to sell), lease or otherwise use any of the capacity on the Channels (or any part thereof) in any commercial manner, or to acquire an option to acquire, lease or otherwise commercially use any of the capacity on the Channels (or any part thereof) from a third party which offer Licensee otherwise intends to accept. Licensee will notify Sprint in writing of any such *bona fide* offer, including the terms of the offer, within thirty (30) days following Licensee's determination to accept the offer. Sprint will notify Licensee within thirty (30) days following receipt of such notification if it is exercising its ROFR. In the event that Sprint fails to exercise its ROFR, Licensee will have ninety (90) days from the expiration of Sprint's thirty (30) day response period to enter into an agreement with the offeror on the same terms and conditions as were offered to Sprint. If, within the ninety (90) day period, Licensee does not enter into a binding agreement with the offeror on the same terms and conditions as were offered to Sprint, then Sprint's ROFR will remain in effect pursuant to the terms stated in this Subsection. If, within the ninety (90) day period, Licensee enters into a binding agreement with the offeror on the same terms and conditions as were offered to Sprint, then Sprint's ROFR will terminate; provided, however, that should Licensee's agreement with the offeror be terminated within twelve (12) months after the expiration or termination of this Agreement, Sprint's ROFR will be reinstated for the remainder of the twelve (12) month period. The terms of any agreement between Sprint (or its designee) and Licensee resulting from the exercise of Sprint's ROFR will be ratified in a separate agreement. All materials exchanged under this ROFR are subject to the non-disclosure provisions of Section 14 of this Agreement.

(c) **Form of Consideration and Determination of Value.** Subject to, and without limiting Sprint's rights described in Subsection 4(b), if the whole or any part of the consideration of the third party offer is in a form other than cash, then Sprint may meet such non-cash consideration using cash, comparable non-cash consideration, or both in its acceptance notice. If Licensee does not accept Sprint's offer of a cash substitute for the non-cash consideration, then Licensee must notify Sprint in writing of Licensee's estimate of a fair cash substitute within thirty (30) days after Licensee's receipt of Sprint's acceptance notice. Licensee's failure to notify Sprint of its estimate of a fair cash substitute within the prescribed thirty (30) day period shall be deemed an acceptance of Sprint's cash-substitute offer. If Licensee rejects Sprint's cash-substitute offer, then Sprint will have ten (10) days from receipt of Licensee's rejection to notify Licensee of its election to (i) adopt Licensee's stated cash value, or (ii) submit the valuation issue for determination by binding arbitration. In any case where the right to arbitrate is invoked, Sprint's ROFR will remain open until thirty (30) days after Sprint is notified of the arbitrators' decision, during which time Sprint may revise its acceptance notice to adopt the arbitrators' findings or waive its ROFR with respect to the third party offer, provided that Licensee and third party execute a contract to implement the third-party offer within ninety (90) days of the end of Sprint's thirty (30) day time period to consider the arbitration decision. Licensee's failure to accept the third-party offer restores this ROFR.

(d) **Right to Participate.** Except in the event this Agreement terminates as a result of Sprint's default or if this Agreement is terminated by Sprint before 30 years, if Licensee decides to consider, issue or solicit bids, proposals or offers for the sale, assignment, transfer or use of any part or the whole of the Channels, to any commercial entity (if permitted by the FCC), at any time before twelve (12) months after the end of this Agreement, then Licensee will provide Sprint with an opportunity no less favorable in timing or substance than the opportunity provided to any other entity: (i) to receive and/or submit bids, proposals and offers for the Channels; (ii) to receive information with respect to such bids, proposals, offers and counters thereto; (iii) to discuss any of the same with Licensee; (iv) to counter any such bids, proposals or offers; and (v) to be provided with copies (to the extent allowed by law) of all open bids, proposals, offers, counter-bids and counter-offers promptly after they are received by Licensee. This right to participate does not limit in any manner, and is in addition to, the ROFR set forth in Subsection 4(b). This Section shall not apply to assignments permitted pursuant to Sections 10(b) hereof.

(e) **Option.** If Licensee acquires any newly licensed spectrum through a general FCC proceeding that expands EBS GSAs, and the original GSA of either License is thereby modified to cover a larger area ("**GSA Expansion**"), Sprint will have the option to include the additional area covered by the expanded GSA



in this Agreement based on a pro-rata increase in the monthly payment and a pro rata additional upfront payment based on the number of MHz Pops added and the remaining term of this Agreement. In the event Licensee acquires any newly licensed EBS spectrum under a new call sign, Sprint shall have an option to lease from Licensee such newly licensed spectrum under a new lease or under an amendment to this Agreement upon the same terms and conditions as this Agreement, to a date that is co-terminus with the end of this Agreement, and shall compute and pay licensee such additional upfront cash and monthly fees as appropriate based on the number of MHz Pops made available through such license and the number years of such agreement. If Sprint fails to exercise its option within ninety (90) days of the GSA Expansion becoming a Final Order or the date upon which the Licensee is issued a new license for additional EBS spectrum, then Licensee shall be free to sell or lease such capacity to any third party, and the first refusal rights contained in Section 4 hereof shall not apply to such transaction regarding a sale or lease of the disaggregated or partitioned License capacity or the new license.

## 5. RESERVED

## 6. CAPACITY REQUIREMENTS AND USES

(a) **Sprint Capacity.** Upon consent by the FCC, Sprint will have the exclusive right to use all of the capacity under the Channels other than Licensee's Reserved Capacity ("**Sprint Capacity**") and, unless the appropriate Section 4(e) option is exercised, excluding any after acquired capacity from a GSA Expansion.

(b) **Licensee's Reserved Capacity.** The term "**Licensee's Reserved Capacity**" shall mean the capacity on the Channels that is required to be set aside for Licensee's use pursuant to FCC Rules, as the same may change from time to time. Sprint may shift or load Licensee's Reserved Capacity from time to time, consistent with FCC Rules onto any frequencies that are part of the same system. Sprint may also change the delivery method or medium used for Licensee's Capacity as allowed by the FCC, provided that Sprint bears all associated costs and expenses. To the extent that Licensee's Reserved Capacity is determined as a percentage or portion of the digital capacity on the Channels, such capacity will be determined by Sprint in accordance with the processes generally used by it to determine capacity use.

(c) **Use of Capacity.** Sprint may use Sprint Capacity in any manner and for any purpose that is lawful, in analog, digital or any other format, including those that may be authorized in the future by the FCC. Sprint will use the Sprint Capacity in compliance with FCC Rules and all other laws and regulations applicable to Sprint's use of the Sprint Capacity. Licensee will use the Licensee's Reserved Capacity for any purpose that furthers its educational mission, including but not limited to the satisfaction of its minimum educational use requirements for EBS channels pursuant to FCC Rules.

(d) **Section 27.1214(e) Amendments.** Pursuant to Section 27.1214(e) of the FCC's rules, on the date that is fifteen (15) years after the Effective Date and every five (5) years thereafter, Licensee will have a period of sixty (60) days to request a review of its educational capacity requirements, at which time the Parties will negotiate in good faith an amendment to this Agreement that accommodates any *bona fide* changes in Licensee's educational needs, technology and other relevant factors affecting Licensee's Reserved Capacity requirements. Notwithstanding the foregoing, the following will apply to any such amendment: (i) with respect to Licensee and any Permitted End Users (defined below) for whom Sprint has provided Sprint Products and Services (as defined in Subsection 8(a) below), Sprint will make available any equipment, services or software upgrades that Sprint makes generally available to Sprint's retail customers subscribing to the same or similar tiers of service in the Market; (ii), to the extent such amendment materially increases Sprint's monthly costs either to operate its leased capacity or to meet Licensee's changed educational use requirements, the amendment may provide that such costs will be offset by a reduction in Sprint's Monthly Fee for the remainder of the Term, a refund in an amount to be agreed upon by both Parties, or both; (iii) Sprint may accommodate changes in Licensee's Reserved Capacity through any reasonable means available so as to avoid disruption to the advanced wireless services provided by Sprint; and (iv) Sprint will not be required to accommodate changes in Licensee's Reserved Capacity in a manner that has a material negative economic impact on Sprint or Sprint's commercial operations under the Agreement. The preceding shall not apply to any amendment required to address a change of educational use requirements imposed by the FCC.



(e) **Channel Swapping; Costs.** With the consent of Licensee, which consent will not be unreasonably withheld, conditioned, or delayed, Sprint may request Licensee to enter into agreements to swap some or all of its Channels for other channels in the Markets (the “**Swapped Channels**”), and in connection therewith file any necessary FCC applications to accomplish the swap, so long as there is no material difference in the operational capability or value of the Swapped Channels as compared to Licensee’s previous Channels taking into account such factors as the GSA and the population therein. It is understood and agreed, however, that Licensee will not be required to consent to any channel swap of an Upper Band Channel or Lower Band Channel for a Middle Band Segment Channel (as defined below), or to any swap under which the Swapped Channels provide fewer MHz of spectrum collectively, or less contiguous spectrum licensed to Licensee than Licensee’s previous Channels. Sprint agrees to bear all costs and expenses associated with the implementation of channel swapping, including the reasonable out of pocket costs of Licensee’s engineering consultants and attorneys.

## 7. EQUIPMENT

(a) **Operation and Maintenance of Equipment.** Sprint will, at its expense, operate and maintain the transmission equipment used to operate the Sprint Capacity (“**Sprint Equipment**”). Licensee represents, warrants and covenants that as of the Commencement Date, no equipment owned or controlled by Licensee will be operated on the Sprint Capacity or on Licensee Capacity except for the equipment provided under Section 8 of this Agreement and except for equipment operating on Licensee’s mid-band channels to facilitate Licensees continued interim use of those Channels in accordance with Section 3(e) hereof.

(b) **Dedicated Equipment Purchase Option.** In the event this Agreement is terminated for any reason other than a default by Licensee, Licensee will have the option, upon giving notice to Sprint within sixty (60) days of such termination, to purchase or to lease at Sprint’s option that portion of the transmission equipment (not including any tower rights) then in operation that is dedicated solely to transmission of Licensee’s Reserved Capacity on the Channels (the “**Dedicated Equipment**”), or comparable equipment. The price or lease rate for such equipment will be equal to the fair market value or lease rate of the Dedicated Equipment at the time of Licensee’s notice or, if comparable equipment is provided, Sprint’s cost in obtaining such equipment.

(c) **Shared Equipment Purchase or Lease Option.** In the event this Agreement is terminated for any reason other than a default by Licensee, Licensee will have the option upon giving notice to Sprint within Sixty (60) days of such expiration or termination to purchase or lease at Sprint’s option any equipment owned by Sprint and used in connection with the transmission of Licensee’s Reserved Capacity on the Channels that is not Dedicated Equipment, or comparable equipment (not including any tower rights) (the “**Shared Equipment**”), at a price or lease rate equal to the Shared Equipment’s fair market value for such purchase or lease as applicable.

(d) **Satisfaction of FCC Rules.** Sprint will construct, operate and maintain facilities for the Channels that provide transmission capability sufficient to satisfy minimum build-out and performance requirements applicable to EBS Channels under standards prevailing at any given time under FCC Rules.

## 8. ADVANCED WIRELESS SERVICES FOR PERMITTED END USERS.

Sprint shall provide Licensee with a monthly Service Credit (as defined below) to assist it with its provision of educational services to support Licensee’s educational mission and to help the Licensee meet educational usage obligations imposed by the FCC.

(a) **Products and Services.** products and services available to Licensee’s Permitted End Users (as defined below) shall be those Sprint products and services that that provide connectivity and operate on the Wireless Systems and may include but are not limited to those found at [www.sprint.com](http://www.sprint.com) “Products and Services”. Beginning on the first day of the first full calendar month following the date Licensee has established a customer account through the appropriate commercial channels (“**Customer Account**”) and has agreed to the terms and conditions found at <http://www.sprint.com/ratesandconditions> (“**Terms and Conditions**”), as may change from time to time, Licensee will receive a monthly Service Credit, as defined below. The Service Credit may be used to purchase Products and Services generally offered in the Markets, in such type and amount as Licensee shall determine, at the then commercially available rates; and provided, however, that Licensee’s



selection, at any given time should include Products and Services that include 2.5 GHz band capabilities needed by Licensee to help satisfy the FCC minimum educational use requirements for the Channels. The rates for any Products or Services provided to Licensee will not be at a level that will cause the rates under any agreement with the U.S. General Services Administration, or any similar agreement with any governmental or other entity, to be altered. Licensee will comply with all laws and obtain any necessary governmental permits or approvals, and any third party approvals which are necessary in order for Licensee to accept the Products and Services for its Permitted End Users.

(b) **Service Credit.** The monthly service credit ("**Service Credit**") during the Term will be **Eight Thousand Five Hundred Dollars (\$8,500)**. The Service Credit will be credited to Licensee's Customer Account each remaining calendar month during the Term. If the Term of this Agreement ends on a date other than the last day of a calendar month, the Service Credit for the final month will be adjusted on a *pro rata* basis to reflect the number of days in the month for which the Service Credit is actually available. The Service Credit will be applied to any charges and fees incurred in connection with Licensee's Customer Account on a monthly basis. If during any month Licensee incurs charges and fees on its Customer Account in an amount less than the Service Credit that is thereafter credited for such month, then the amount of the unused Service Credit may not be transferred, credited to a subsequent month or redeemed for cash. In any month during the Term, if Licensee incurs charges or fees on its Customer Account that exceed the allocated Service Credit for that month, then Licensee will be responsible for paying the balance in accordance with the Terms and Conditions. If at any time during this Agreement, the FCC changes its rules to increase the minimum educational use requirement, and Licensee is using its service credits to satisfy this requirement, the parties will coordinate to ensure that Licensee is making efficient use of its service credits toward the satisfaction of its usage obligations and if necessary, by amendment hereto, Sprint shall increase the monthly service credit to such level as would allow the Licensee to procure sufficient Products and Services to meet its minimum educational use requirements for the Channels.

(c) **Permitted End Users.** "**Permitted End Users**" means Licensee itself (on behalf of its administration, faculty, staff and students) and any educational institution or not-for-profit organization or site in the Markets with whom Licensee is working in furtherance of its educational goals.

(d) **Equipment and Software.** For Licensee and any Permitted End Users that use the Products and Services, equipment and/or software upgrades will be made available under the same terms and conditions that are available to retail customers subscribing to the same or similar service package in the Markets.

(e) **Title.** All equipment provided to Licensee in connection with this Section 8 will be the property of Licensee or its designee(s), free and clear of all liens and encumbrances, when paid in full (if any payment is required). Licensee will own, and be solely responsible for the maintenance and operation of all equipment provided to Licensee or its Permitted End Users.

(f) **Prohibitions.** The Service Credit is for the sole benefit of Licensee and its Permitted End Users. Licensee and its Permitted End Users may not resell the Products and Services or allow a third party to resell the Products and Services. Any violation of this section 8(f) will be considered a material breach pursuant to Section 11(b).

(g) **Discount Services.** Upon request by Licensee, Sprint will work with Licensee to identify such additional discounts and marketing promotions and special offers as are generally offered by Sprint to educational institutions or to the public from time to time. Notwithstanding the foregoing, while Sprint may allow use of such discounts in conjunction with service credits, it is under no obligation to do so.

## 9. INTERFERENCE CONSENTS

During and coextensive with the Term of this Agreement, Licensee will enter into interference consents with third parties relating to the Channels ("**Interference Consents**"), as Sprint reasonably requests and without any additional compensation, provided that such Interference Consents do not result in a reasonably foreseeable material degradation in the value of the Channels and that such Interference Consents shall not result in a reduction in any Initial Fee or Monthly Fee. Interference Consents that involve fair and reciprocal rights and limitations for and on the operation of Licensee's facilities and the facilities of the other party in connection with system coordination



inside GSAs and at GSA boundaries will not be deemed to cause material degradation in value. Sprint will negotiate and draft the Interference Consents and make any consideration payments due to third parties under the Interference Consents. Licensee will not enter into or issue any Interference Consents without Sprint's prior written consent.

## 10. TRANSFERS OR ASSIGNMENTS

Subject to Subsections 16(f)-(g), neither Sprint nor Licensee may assign or transfer its rights and/or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Parties agree as follows:

(a) Sprint may, without the prior consent of Licensee: (i) assign any of its rights under this Agreement as collateral; or (ii) sell, assign, sublease, delegate or transfer this Agreement or any of its rights or obligations hereunder to (X) any affiliate of Sprint, (Y) any entity that acquires Sprint or its affiliates, or (Z) as part of a multimarket deal involving assignment of all held or leased EBS and BRS spectrum in such markets to any entity with the capability to perform the obligations of Sprint hereunder. Sprint shall provide Licensee with no less than thirty (30) days advance written notice before consummating such an assignment.

b) Licensee may, without the prior consent of Sprint, undertake a pro forma assignment or transfer of this Agreement.

## 11. TERMINATION OF AGREEMENT

(a) This Agreement will automatically terminate with respect to the Licenses or affected Channel(s) upon the earlier of: (i) an FCC Final Order denying any application for approval of this Agreement including any extensions of the Term thereof; (ii) the loss or expiration without renewal of either License; (iii) an FCC Final Order revoking, terminating or canceling either License; or (iv) Sprint's acquisition of either License or some of the Channels pursuant to an agreement between Sprint and Licensee. Pursuant to this section 11(a)(ii-iv), if less than all of the Licenses are affected, this Lease Agreement will remain in effect for the remaining License.

(b) This Agreement may be terminated by either Party upon material breach of the other Party, provided that the breaching Party shall be provided with written notice by the non-breaching Party of the alleged grounds for the breach and allowed a thirty (30) day period for cure following such notice, provided however, that in the event of a breach other than a failure to make payments due under this Agreement, if the defaulting Party proceeds with reasonable diligence during such thirty (30) day period and is unable, because of circumstances beyond its control or because of the nature of the default, to cure the default within such applicable time period, the time for cure shall be extended, but in no event beyond one hundred eighty (180) days after receipt of written notice from the non-defaulting Party. Notwithstanding the foregoing, in the event that a Final FCC Order requires termination of this Agreement, this Agreement may be terminated by either Party, consistent with such FCC Order, within any such notice and cure period.

(c) Licensee may terminate this Agreement pursuant to Subsections 16(b), 21(i) or as otherwise expressly permitted pursuant to the terms and conditions herein.

(d) Either Party may terminate this Agreement if a FCC Final Order approving the application for approval of this Agreement has not occurred within twelve (12) months following the date on which the FCC Long Term Lease Applications are filed.

(e) Sprint may terminate this Agreement in its entirety with regard to both Licenses on each of the tenth and twentieth anniversary of the Commencement Date by giving prior written notice to Licensee at least twelve months in advance of the applicable anniversary.

(f) The Parties will notify the FCC of the termination of this Agreement with respect to the Licenses or any of the Channels within ten (10) calendar days following the termination.



(g) Except as expressly set forth in this Agreement, upon the expiration or termination of this Agreement, each Party will pay its own fees and expenses related to this Agreement and the transactions contemplated herein, and the Parties will have no further liability to each other except by reason of any breach of this Agreement or any obligations fully accruing prior to the date of expiration or termination (including, without limitation, any payment obligations accruing prior the date of expiration or termination). Any termination or expiration of this Agreement, regardless of cause, will not release either Licensee or Sprint from any liability arising from any breach or violation by that Party of the terms of this Agreement prior to the expiration or termination. The general and procedural provisions of this Agreement, which may be relevant to enforcing the obligations or duties of the Parties including without limitation the indemnification obligations in Section 19, as well as any other provisions that by their terms obligate either Party following expiration or termination, will survive the expiration or termination of this Agreement until the obligations or duties are performed or discharged in full.

## 12. REVENUES AND EXPENSES

Each Party will pay its own expenses incident to the negotiation, amendments or modification of this Agreement, including, but not limited to, all fees and expenses of their respective legal counsel and any engineering, and any accounting expenses incurred. Notwithstanding the foregoing, Sprint shall reimburse Licensee for its reasonable outside attorney's fees in the negotiation of this initial Agreement, combined with any engineering or consultant fees up to a maximum aggregate amount of **Forty Thousand Dollars (\$40,000)** (the "**Expense Cap**"). Sprint is entitled to one hundred percent (100%) of the revenue generated from the use of the Sprint Capacity.

## 13. COMPETITION

Licensee agrees that it will not, during the Term of this Agreement, engage in building, operating, managing or distributing, on a for-profit basis, a wireless broadband network. Nothing in this section shall prohibit Licensee during the Term from using any of Licensee's spectrum not leased to Sprint on either a not-for-profit or a for-profit basis, or from leasing such spectrum for commercial or non-commercial use. Any capacity covered under Section 4(e) hereof shall be deemed "not leased to Sprint" following Sprints failure to timely exercise its option to lease such capacity in accordance with the requirements of that section.

## 14. CONFIDENTIALITY AND NON-DISCLOSURE

(a) **Confidentiality of the Terms of this Agreement.** The terms of this Agreement that are not otherwise required to be disclosed to the FCC in support of the lease applications or notices submitted to the FCC will be kept strictly confidential by the Parties and their agents, which confidentiality obligation will survive the termination or expiration of this Agreement for a period of two (2) years. The Parties may make disclosures as required by law (including as required to be disclosed by Licensee pursuant to applicable Florida open public records and government laws, or by Sprint pursuant to the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or The Nasdaq Stock Market, Inc., including the related regulations and marketplace rules), and to employees, shareholders, attorneys and accountants (collectively, "**Agents**") as required to perform obligations under the Agreement, provided, however, that the Parties will use reasonable efforts to cause all Agents to honor the provisions of this Section. In addition, Sprint may disclose this Agreement to its affiliates, strategic partners, actual or potential investors, lenders, acquirers, merger partners, and others whom Sprint deems in good faith to have a need to know such information for purposes of pursuing a transaction or business relationship with Sprint, so long as Sprint secures an enforceable obligation from such third party to limit the use and disclosure of this Agreement as provided herein. The Parties will submit a confidentiality request to the FCC in the event the FCC seeks from the Parties a copy of this Agreement or any other confidential information regarding its terms.

(b) **Non-Disclosure of Shared Information.** As used herein, the term "Information" shall mean all non-public information disclosed hereunder, whether written or oral, that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. The term Information does not include information which: (i) has been or becomes published or is now, or in the future, in the public domain without breach of this Agreement or breach of a similar agreement by a third party; (ii) prior to disclosure hereunder, is property within the legitimate possession of the receiving Party which can be verified by independent evidence; (iii) subsequent to disclosure hereunder, is lawfully



received from a third party having rights therein without restriction of third party's or the receiving Party's rights to disseminate the information and without notice of any restriction against its further disclosure; (iv) is independently developed by the receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such Information which can be verified by independent evidence; or (v) information subject to disclosure and public inspection pursuant to applicable law. During the Initial Term or any Renewal Term of this Agreement, the Parties may be supplying and/or disclosing to each other Information relating to the business of the other Party. The Information will, during the Initial Term and any Renewal Term of this Agreement, and for a period of three (3) years after the termination or expiration of the Agreement, be kept confidential by the Parties and not used for any purpose other than implementing the terms of this Agreement. The receiving Party will be responsible for its improper use of the Information. Without the prior written consent of the disclosing Party, the receiving Party will not disclose to any entity or person the Information, or the fact that the Information has been made available to it, except for disclosures required by law, including Information as required or appropriate to be disclosed by Licensee pursuant to applicable Florida open public records and government laws and by Sprint pursuant to the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or The Nasdaq Stock Market, Inc., including the related regulations and marketplace rules. Each person to whom Information is disclosed must be advised of its confidential nature and must agree to abide by the terms of this Subsection. If Sprint chooses it may enter into a general confidentiality agreement with Licensee and request additional execution be obtained from any agents, contractors or consultants of Licensee with whom sensitive information is shared.

#### **15. ASSUMPTION OF LIABILITIES**

Neither Party is assuming or will be responsible for any of the other's liabilities or obligations (including but not limited to customer obligations) except as required by the FCC and this Agreement.

#### **16. FCC-MANDATED LEASING ARRANGEMENT OBLIGATIONS**

(a) Licensee and Sprint are familiar with the FCC Rules affecting spectrum leasing and the provision of EBS, the Communications Act of 1934, as amended ("**Communications Act**"), the Code of Federal Regulations, and all other applicable FCC Rules, and agree to comply with all such laws and regulations.

(b) Sprint assumes primary responsibility for complying with the Communications Act, and any FCC Rules that apply to this Agreement, the Channels and Licenses, and the Agreement may be revoked, cancelled or terminated, in accordance with Section 11, by Licensee or by the FCC if Sprint fails to comply with applicable laws and regulations.

(c) Neither Licensee nor Sprint will represent itself as the legal representative of the other before the FCC or any party, but will cooperate with each other with respect to FCC matters concerning the Licenses and the Channels.

(d) If a License is revoked, cancelled, terminated or otherwise ceases to be in effect, Sprint has no continuing authority or right to use the leased spectrum associated with such License unless otherwise authorized by the FCC.

(e) The Agreement is not an assignment, sale or transfer of the Licenses.

(f) The Agreement will not be assigned to any entity that is ineligible or unqualified to enter into a spectrum leasing arrangement under the FCC Rules.

(g) Licensee will not consent to an assignment of a spectrum leasing arrangement unless such assignment complies with applicable FCC Rules.

(h) Licensee and Sprint must each retain a copy of the Agreement and make it available upon request by the FCC, in accordance with the confidentiality provisions in Section 14.



**17. LICENSEE'S AUTHORIZATIONS**

Licensee will use its reasonable best efforts to obtain and maintain all licenses, permits and authorizations required for the use of the Channels, and will remain eligible under the FCC Rules to provide the Sprint Capacity. Licensee will take all necessary steps to renew the Licenses, as required, and will not commit any act, engage in any activity, or fail to take any action that could reasonably be expected to cause the FCC to impair, revoke, cancel, suspend or refuse to renew the Licenses. Sprint will use its commercially reasonable efforts to assist Licensee in maintaining such licenses in good standing and will not commit any act, engage in any activity, or fail to take any action that could reasonably be expected to cause the FCC to impair, revoke, cancel, suspend, refuse to renew, or refuse to reinstate the Licenses.

**18. REPRESENTATIONS AND WARRANTIES**

(a) **Mutual Representations and Warranties.** In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other that: (i) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement; (ii) it has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement; (iii) this Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms; and (iv) its execution of and performance under this Agreement will not violate any applicable existing regulations, FCC Rules, statutes or court orders of any local, state or federal government agency, court or body, or any of its existing contractual obligations.

(b) **Licensee's Representations and Warranties.** Further, Licensee represents and warrants to Sprint that to the best of Licensee's knowledge and belief after due inquiry: (i) each License is in full force and effect, (ii) Licensee's operations and activities pursuant to the Licenses are being conducted in material compliance with all FCC Rules, including its educational use requirements, (iii) Licensee met and is currently in compliance with the FCC's substantial service requirements, (iv) Licensee has filed a post-transition notification with the FCC with respect to the transition pursuant to Sections 27.1230 through 27.1235 of the FCC's Rules, (v) no person other than Licensee has any right, title or interest in or claims to the License, and (vi) there is no proceeding now pending or to the knowledge of Licensee, threatened against the Licensee before any local, state or federal regulatory body with respect to the License, or any acts or omissions by Licensee or its agents, as of the Effective Date, that could have a material, adverse effect on the Licenses. Except as specifically set forth herein, Licensee expressly disclaims any express or implied warranties regarding the Licenses.

(c) **Sprint's Representations and Warranties.** Sprint hereby represents and warrants to Licensee: (i) that it has the requisite capabilities and financial resources to satisfy its obligations set forth in this Agreement; (ii) that it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in the jurisdiction in which the Licenses are located; (iii) to its knowledge there is no action, suit or proceeding pending or, threatened against it which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect its ability to perform its obligations hereunder; and (iv) that it will operate the leased Channels in full compliance with FCC regulations and policies as well as applicable federal and state statutes and school policies.

(d) **Continued Effect.** Each party shall be responsible for ensuring that its representations and warranties remain true and correct throughout the term of this agreement, and shall be responsible for immediately notifying the other party of any violations or changes affecting the accuracy of its representations and warranties.

**19. INDEMNIFICATION**

(a) To the extent permitted under Section 768.28 of the Florida Statutes, Licensee shall defend, indemnify and hold Sprint harmless from and against any and all liabilities, losses, damages and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with any breach by Licensee of any warranty, representation, covenant, agreement or obligation contained herein. Licensee's obligations under this Section shall survive the expiration or termination of this Agreement. However, nothing



contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the Licensee or its officers, employees, servants, agents, agencies or public bodies corporate to be sued; or (3) a waiver by Licensee of sovereign immunity or of any rights or limits to liability existing under section 768.28 of the Florida Statutes.

(b) Sprint shall defend, indemnify and hold Licensee harmless from and against any and all liabilities, losses, damages and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with any breach by Sprint of any warranty, representation, covenant, agreement or obligation contained herein **or any negligent acts of Sprint's employees or agents acting within the scope of their employment by Sprint.** Sprint's obligations under this Section will survive the expiration or termination of this Agreement.

## 20. NOTICES

Any notice required to be given by one Party to the other under this Agreement will be delivered via certified mail or by using a reliable national express overnight or two-day delivery service with a courtesy copy via email and will be effective upon receipt of the physical notice. All notices will be delivered to the Parties at the following addresses:

### Notice Address for Sprint:

Sprint Spectrum, L.P.  
C/O Sprint Corporation  
12502 Sunrise Valley Drive  
VARESA0101-1A213  
Reston, VA 20196  
Attn: Patricia Tikkala, VP Spectrum  
Email: [patricia.tikkala@sprint.com](mailto:patricia.tikkala@sprint.com)

### With a copy to:

Sprint Corporation  
12502 Sunrise Valley Drive  
VARESA0209-2D187  
Reston, VA 20196  
Attn: Heather Brown, Legal  
Email: [heather.brown@sprint.com](mailto:heather.brown@sprint.com)

### Notice address for Licensee:

Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, FL 33301

### With copies that do not constitute Notice to :

Director,  
Broward Education Communications Network  
6600 SW Nova Drive  
Ft. Lauderdale, FL 33317

### With Email copies that do not constitute Notice



to:

Chuck Griffin, Engineering Manager  
Broward Education Communications Network  
6600 SW Nova Drive  
Ft. Lauderdale, FL 33317  
Email: [Chuck.Griffin@browardschools.com](mailto:Chuck.Griffin@browardschools.com)

Robert P. Vignola, Deputy General Counsel  
The School Board of Broward County, Florida  
600 Southeast Third Avenue, 11<sup>th</sup> Floor  
Fort Lauderdale, FL 33301  
Email: [Robert.Vignola@browardschools.com](mailto:Robert.Vignola@browardschools.com)

Evan Carb, Esq.  
Law Offices of Evan D. Carb, PLLC  
1200 New Hampshire Avenue, NW, Suite 600  
Washington, DC 20036  
Email: [Carblaw@verizon.net](mailto:Carblaw@verizon.net)

## 21. MISCELLANEOUS

(a) **Cooperation.** The Parties will take such further action and execute such further assurances, documents and certificates as either Party may reasonably request to effectuate the purposes of this Agreement.

(b) **Force Majeure.** Neither Party will be liable for any nonperformance under this Agreement due to causes beyond its reasonable control that could not have been reasonably anticipated by the non-performing Party and that cannot be reasonably avoided or overcome; provided that the non-performing Party gives the other Party prompt written notice of such cause, and in any event, within fifteen (15) calendar days of its discovery.

(c) **Independent Parties.** None of the provisions of this Agreement will be deemed to constitute a partnership, joint venture, or any other such relationship between the Parties, and neither Party will have any authority to bind the other in any manner. Neither Party will have or hold itself out as having any right, authority or agency to act on behalf of the other Party in any capacity or in any manner, except as may be specifically authorized in this Agreement. Nothing herein shall grant to either Party any interests in or rights to use the other party's name, logo or trademarks without the prior written consent of the other party.

(d) **Specific Performance.** Licensee acknowledges that the Licenses and Channels subject to this Agreement are unique and the loss to Sprint due to Licensee's failure to perform this Agreement could not be easily measured with damages. Sprint will be entitled to injunctive relief and specific enforcement of this Agreement in a court of equity without proof of specific monetary damages, but without waiving any right thereto, in the event of breach of this Agreement by Licensee.

(e) **Applicable Law and Venue.** The validity, construction and performance of this Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to the principles of conflict of laws. Each Party hereto irrevocably consents to the exclusive jurisdiction and venue of any court within Broward County, Florida, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of Florida for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue or process.



(f) **Attorneys' Fees.** If any action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing Party will be entitled to recover from the other its reasonable attorneys' fees and costs, as determined by the court hearing the action.

(g) **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of rights or limits to liability secured by Section 768.28, Florida Statutes, or of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

(h) **Appropriation of Funds.** The performance by Licensee, as a public body corporate of the State of Florida, of its financial obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the legislature of the State of Florida or otherwise lawfully expendable for the purposes of this Agreement for the current and future periods. Licensee shall provide Sprint with written notice of the non-availability of any such funds immediately upon Licensee's knowledge. In the event of such notice, Sprint shall have 30 days to notify Licensee that it will assume such cost obligation. If Sprint fails to notify Licensee or fails to assume such cost obligation, Licensee may terminate this agreement upon sending notice of termination to Sprint.

(i) **Insurance.** After the Effective Date and for the Term of this Agreement, Sprint agrees to maintain: (i) workers compensation in accordance with statutory limits, (ii) general comprehensive liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, property damage and/or contractual liability, (iii) automobile liability insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and (iv) a commercial umbrella policy in the amount of Two Million Dollars (\$2,000,000). The liability policies shall name the Licensee as an additional insured and will not be cancelable until at least thirty days after written notice is given to the Licensee. All liability policies are primary of all other valid and collectable coverage maintained by the Licensee.

(j) **Non-Discrimination.** Sprint agrees that to the extent its officers, employees, licensees and agents interact with Licensee and its officers, employees, licensees and agents, that it shall cause such officers, employees, licensees and agents to comply with all applicable Florida Statutes and related Licensees policies regarding discrimination and harassment, provided, however, that a breach of the foregoing obligation shall not be grounds for termination of this Agreement, but Licensee shall instead have the right to indemnification pursuant to Section 19(b) and the right to seek injunctive relief for Sprint to cease any activities in violation of the foregoing rules and regulations. Licensee's policy 4001.1 on non-discrimination can be found on its website at <http://www.broward.k12.fl.us/sbbcpolicies/>.

(k) **Severability.** If any provision of this Agreement is found to be illegal, invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, unless continued enforcement of the provisions frustrates the intent of the Parties.

(l) **No Waiver.** No delay or failure by either Party in exercising any right under this Agreement, and no partial or single exercise of that right, will constitute a waiver of that or any other right. Failure to enforce any right under this Agreement will not be deemed a waiver of future enforcement of that or any other right.

(m) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument. Original signatures transmitted by facsimile will be effective to create such counterparts.

(n) **Headings.** The headings and captions used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.



(o) **Construction.** The Parties and their respective counsel have negotiated this Agreement. This Agreement will be interpreted in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement or otherwise.

(p) **Complete Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter addressed, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, between the Parties or any of their affiliates regarding this subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of each of the Parties.

[Signature Page to Follow]



IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the Effective Date.

AGREED TO BY:

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 02/11/15  
Office of the General Counsel

FOR SPRINT

(Corporate Seal)

SPRINT SPECTRUM, LP

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_, Secretary  
-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of



SPRINT CONFIDENTIAL AND PROPRIETARY INFORMATION

\_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of \_\_\_\_\_  
Name of Person

\_\_\_\_\_, on behalf of the corporation/agency.  
Name of Corporation or Agency

He/She is personally known to me or produced \_\_\_\_\_ as identification and  
did/did not first take an oath. Type of Identification

My Commission Expires:

\_\_\_\_\_  
Signature – Notary Public

(SEAL)

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.



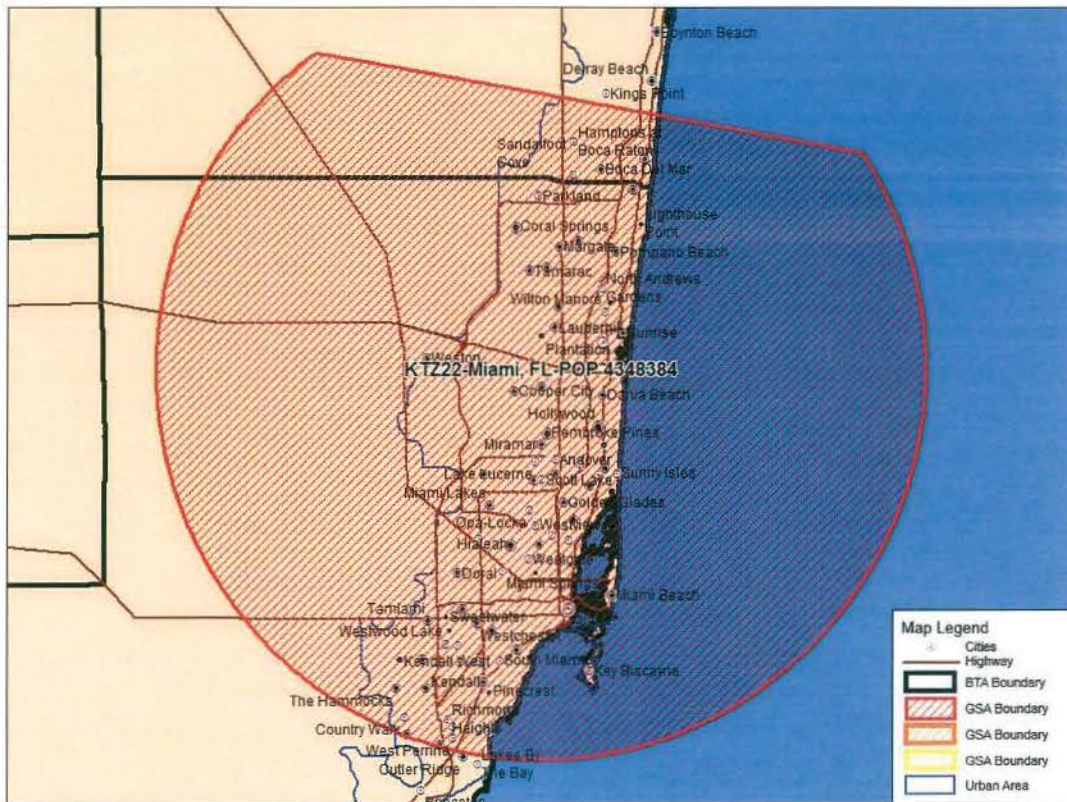
**SCHEDULE A****LICENSES/CHANNELS****(includes any associated guardband or J&K channels that may be granted)**

<b>Call Sign</b>	<b>Frequency</b>	<b>Channel(s)</b>	<b>Licensee</b>	<b>Location</b>	<b># of Cnls</b>	<b>Serv Type</b>	<b>Grant Date</b>
KLC80	2518.5 - 2524	B1	The SCHOOL BOARD OF BROWARD COUNTY, FLORIDA	26' 5' 10.3' N , 80' 14' 7.2' W	4	ED	12/16/2013
KLC80	2524 - 2529.5	B2	The SCHOOL BOARD OF BROWARD COUNTY, FLORIDA	26' 5' 10.3' N , 80' 14' 7.2' W	4	ED	12/16/2013
KLC80	2529.5 - 2535	B3	The SCHOOL BOARD OF BROWARD COUNTY, FLORIDA	26' 5' 10.3' N , 80' 14' 7.2' W	4	ED	12/16/2013
KLC80	2578 - 2584	B4	The SCHOOL BOARD OF BROWARD COUNTY, FLORIDA	26' 5' 10.3' N , 80' 14' 7.2' W	4	ED	12/16/2013
KTZ22	2596 - 2602	G4	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA	26' 5' 10.3' N , 80' 14' 7.2' W	4	ED	3/18/2008
KTZ22	2673.5 - 2679	G1	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA	26' 5' 10.3' N , 80' 14' 7.2' W	4	ED	3/18/2008
KTZ22	2679 - 2684.5	G2	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA	26' 5' 10.3' N , 80' 14' 7.2' W	4	ED	3/18/2008
KTZ22	2684.5 - 2690	G3	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA	26' 5' 10.3' N , 80' 14' 7.2' W	4	ED	3/18/2008



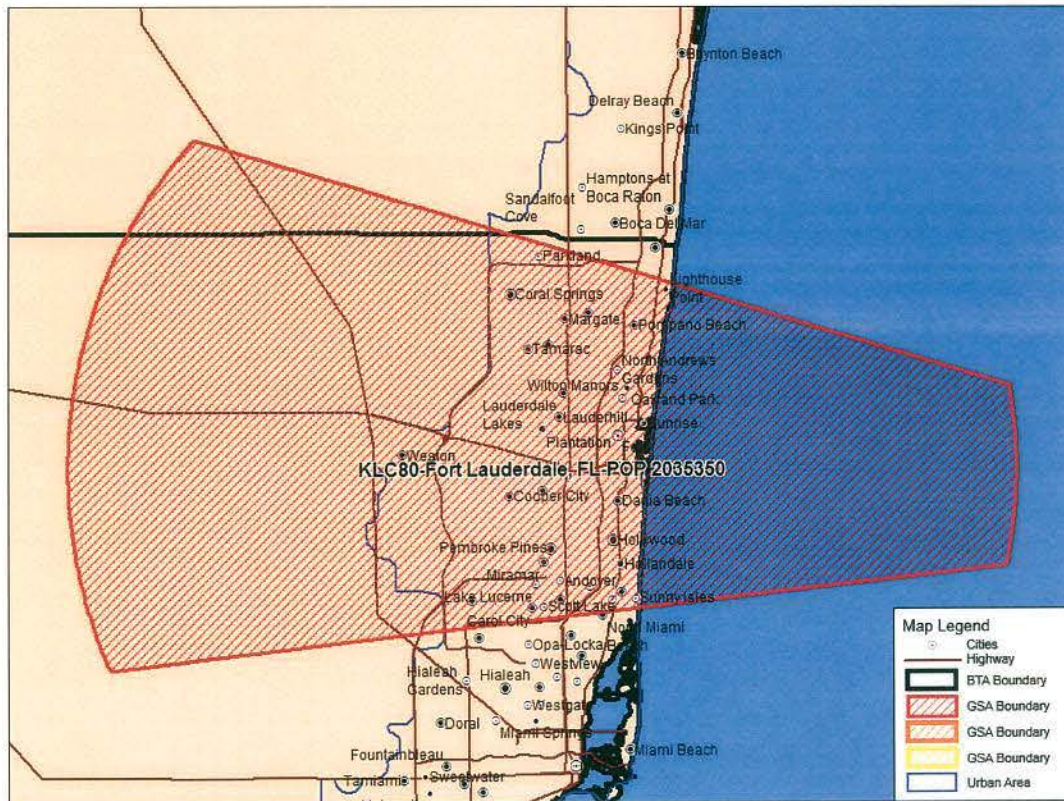
EXHIBIT A  
GSA Maps

**KTZ22 Call Sign Chan G1,G2,G3,G4**





## KLC80 Call Sign Chan B1,B2,B3,B4





# EXHIBIT B IRS Form W9

Form <b>W-9</b> (Rev. August 2013) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>		<b>Give Form to the requester. Do not send to the IRS.</b>
	Name (as shown on your income tax return)		
	Business name/disregarded entity name, if different from above		
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > _____ <input type="checkbox"/> Other (see instructions) > _____		Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.)		Requestor's name and address (optional)	
City, state, and ZIP code			
List account number(s) here (optional)			

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

Employer identification number								
				-				

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign  
Here**

Signature of  
U.S. person >

Date >

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [irs.gov](http://irs.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



**EXHIBIT C**  
**Payment Instructions**

## SPRINT DIRECT DEPOSIT SETUP/CHANGE FORM

Direct Deposit is a fast, easy way to receive payments. We highly encourage our vendors to sign up. Using Direct Deposit means funds will be available in your account within two business days from payment date. Please follow the directions below to take advantage of this more effective and efficient payment opportunity.

- A. Bank Name:**
- B. Type of Account:** Checking ☐ Savings ☐
- C. ABA Routing Number (9 digits):**
- D. Bank Account Number:**
- E. Vendor Name:**
- F. Sprint Vendor Number (to be completed by Sprint Spectrum Management):**
- G. Tax ID/SSN Number:**
- H. Vendor Mailing Address:**
- I. Vendor Phone Number:**
- J. Accounts Receivable Email Address:**  
(Note: Email address required to receive detailed deposit notifications.)
- K. Accounts Receivable Contact Phone:**
- L. Printed Name of Authorized Vendor Representative:** \_\_\_\_\_
- M. Signature of Authorized Vendor Representative:** \_\_\_\_\_  
*\*By signing above you agree to the following terms/conditions:*
  - We understand that ALL payments will remit via ACH to the bank account listed above.
  - We will notify Sprint of any change to account info 10 days prior to change in order to avoid returned payments or delay in payments.
- N. Date Signed by Authorized Vendor Representative:**

The following backup *MUST* be submitted with this form and *MUST* include: the name on the account, the account number, and the ABA routing number.

- Checking account - attach a voided check or a letter from the bank
- Savings account - attach a pre-printed deposit slip and the 1st page of a recent bank statement (only if "name" on the account is not on the deposit slip)

The completed form can be sent via email to [jackie.bolton@sprint.com](mailto:jackie.bolton@sprint.com), or by fax w/cover sheet to 913-523-8616.



**EXHIBIT D**

**ALLOCATION OF  
BULK PAYMENTS AND MONTHLY FEES & CREDITS**

**KLC80- B1,B2,B3 & B4**

Upfront Cash: \$5,369,235.23

Transition Assistance Payment: \$500,000

Monthly Fee: \$135,590.18

Monthly Service Credit: \$4,250.00

**KTZ22 - G1, G2, G3 & G4**

Upfront Cash: \$2,530,764.77

Transition Assistance Payment: \$500,000

Monthly Fee: \$63,909.82

Monthly Service Credit: \$4,250.00